172; *Ex parte Carter*, 166 Mo. 604. And the Federal Supreme Court has sanctioned this view. *Counselmen v. Hitchcock*, 142 U. S. 204. There seems little room, however, to dispute the validity of a provision as explicit and far-reaching as that in the principal case.

DIVORCE—CONDONATION.—WOLVERTON v. WOLVERTON, 71 N. E. 123 (IND.). —Plaintiff, after having been treated with extreme brutality by defendant, co-habited with him during the night following such treatment. *Held*, that such act of co-habitation on the part of the plaintiff did not constitute condonation.

It is now well established that the doctrine of condonation applies to cruelty as well as to adultery. *Wilson v. Wilson*, 16 R. I. 122; *Clague v. Clague*, 46 Minn. 461; *Sasser v. Sasser*, 69 Ga. 576. But condonation by a wife, even after repeated acts of cruelty will not be lightly presumed. *Douglas v. Douglas*, 81 Iowa 258; *Smith v. Smith*, 119 Cal. 183. Even though a wife remains for an extended period in same house with her husband after the offense, there is no condonation if marital relations are not resumed. *Rudd v. Rudd*, 66 Vt. 91; *Dennison v. Dennison*, 4 Wash. 705. Where evidence showed co-habitation for some time after acts complained of, it was held that the court need not rule that condonation was shown as matter of law. *Osborn v. Osborn*, 174 Mass. 399. The prcsent case thus seems to follow the general trend of decisions.

GAMING—BETS ON HORSE RACES—SENDING MONEY OUTSIDE THE STATE.—MCQUESTEN v. STEINMETZ, 58 ATL. 876. (N. H.).—*Held*, that one, who as agent receives and transmits money by telegraph to parties in another state to be placed upon horse races, does not violate statute which declares illegal the carrying on of a gambling business.

Statutes declaring the keeping of a gambling house illegal are passed on grounds of public policy. See XIV *Yale Law Journal* 11. A statute making illegal the maintaining of a gaming house, says Judge Cooley in *People v. Weithoff*, 51 Mich. 215, applies obviously in the case of a room intended to facilitate betting on horse races although they are distant. *People v. Weithoff*, 93 Mich. 634; *Williams et al. v. State*, 92 Tenn. (8 Pickle). 275. The present case, totally oblivious of the principles above and following the lead of *Lescallet v. Com.*, 89 Va. 878, given by a divided court, considers bets offered by telegraph to be contracts completed in another state and lawful, thus making the statute of no effect. There is a growing tendency to prevent the sending of money for betting purposes outside the state by direct statutory provision.

INNKEEPERS—LIABILITY TO GUESTS—PERSONAL INJURIES.—CLANCY v. BARKER, 131 FED. 161.—*Held*, that an innkeeper does not insure the safety of his guests against injuries which are inflicted upon them by the negligent or wilful acts of his servants beyond the scope of their employment. Thayer, J., *dissenting*.

Even a carrier of passengers is not an insurer of their safety. *Chicago, etc., R. Co. v. Carrol*, 144 Ill. 261; *Gr. Rap. & Ind. R. Co. v. Huntley*, 38 Mich. 537; but he is bound to exercise the highest degree of care. *Jackson v. Tollett*, 2 Stack. 37; *P. & R. R. Co. v. Derby*, 14 How. 168. The basis of this requirement is the dangerous nature of the service he renders. *Indianapolis, etc. R. Co. v. Horst*, 93 U. S. 291; *Hale, Bailments*, 518. This